

FMC Agreement No. 201147-001

RECEIVED

07 FEB -2 PM 12:44

OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

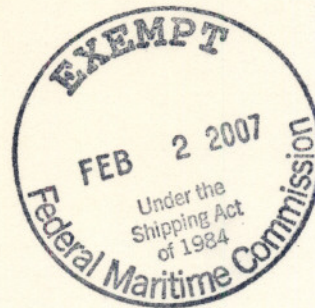
**FIRST AMENDMENT TO
MARINE TERMINAL LEASE AND OPERATING AGREEMENT**

BETWEEN

BROWARD COUNTY

AND

CHIQUITA FRESH NORTH AMERICA L.L.C.



**FIRST AMENDMENT TO
MARINE TERMINAL LEASE AND OPERATING AGREEMENT**

BETWEEN

BROWARD COUNTY

AND

CHIQUITA FRESH NORTH AMERICA L.L.C.

This is a First Amendment, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

and

CHIQUITA FRESH NORTH AMERICA L.L.C., a Delaware Limited Liability Company, hereinafter referred to as "CHIQUITA."

WHEREAS, COUNTY and CHIQUITA entered into a Marine Terminal Lease and Operating Agreement dated August 26, 2003; and

WHEREAS, the parties desire to effectuate changes to that Agreement as set forth herein; NOW THEREFORE,

WHEREAS, the Director of Port Everglades Department of Broward County has authority to amend the Agreement to alter the demised premises as set forth in Section 1.C. of the Agreement; NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the parties agree as follows:

1. Section 1, entitled PREMISES, Subsection A, entitled DEFINED, is hereby amended as follows:

1. **PREMISES**

- C. **DEFINED**

...

COUNTY hereby leases to CHIQUITA and CHIQUITA hereby leases from COUNTY on the terms and conditions hereinafter set forth, an additional 4,649 square feet of office space on the second floor of Building 28 located at 2051 SE 35 Street, Port Everglades, Broward County, Florida.

...

2. Section 5, entitled RENTALS, FEES, AND CHARGES, Subsection A, entitled PAYMENTS, is hereby amended as follows:

5. RENTALS, FEES AND CHARGES

A. PAYMENTS.

. . .

In addition to the aforementioned rentals, CHIQUITA agrees to pay COUNTY and COUNTY agrees to accept as rent for the additional 4,649 square feet of office space on the second floor of Building 28, an annual rental of Twenty-two Thousand Seven Hundred Eighty Dollars and Ten Cents (\$22,780.10), plus applicable sales taxes. The monthly installment payments of rent for the additional 4,649 square feet of office space on the second floor of Building 28 shall be One Thousand Eight Hundred Ninety-eight Dollars and Thirty-four Cents (\$1,898.34), plus applicable sales taxes, commencing upon COUNTY's execution of this First Amendment to Agreement through September 30, 2007. On each October 1 ("Adjustment Date") thereafter, the \$22,780.10 annual rental amount shall be increased to an amount equal to the greater of either: (i) the product of the annual rental paid during the immediately preceding Lease Year, multiplied by the "CPI Multiplier" (as defined in Article 5 of the Marine Terminal Lease and Operating Agreement); or (ii) the product of the annual rental paid during the immediately preceding Lease Year, multiplied by 1.03. The product of such multiplication shall be the amount of the annual rental payment to be made during the next succeeding Lease Year, commencing on the first day of such Lease Year through August 25, 2013.

...

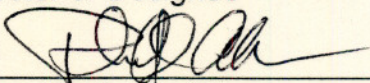
3. All other terms and conditions of the Agreement not inconsistent herewith remain in full force and effect and are to be performed at the level specified in the Agreement.
4. This First Amendment to Agreement is hereby made a part of the Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have made and executed this First Amendment on the respective dates under each signature: BROWARD COUNTY through its Port Everglades Department, signing by and through its Port Director, authorized to execute same, pursuant to the terms and conditions of the Lease Agreement between BROWARD COUNTY and CHIQUITA FRESH NORTH AMERICA L.L.C., dated _____, signing by and through its _____, duly authorized to execute same.

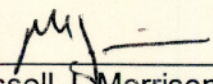
COUNTY:

BROWARD COUNTY, Port Everglades
Department, by and through its Port
Director or Designee

By: 
Phillip C. Allen
Port Director

15 day of January, 2007.

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 523-2613

By: 
Russell J. Morrison (11 / 8 / 2007)
Senior Assistant County Attorney

RJM:wg

g:\port\legal\wpdocs\2006\lease.06\Chiquita_amd1.doc; Rev. 12/26/06; #03-3001.01; January 8, 2007

FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN BROWARD COUNTY AND
CHIQUITA FRESH NORTH AMERICA L.L.C.

LESSEE

CHIQUITA FRESH NORTH AMERICA
L.L.C. a Delaware ~~Florida~~ Limited
Liability Company,

WITNESSES:

Stanley A. Williams 1-05-2007

Wendy J. Ray

By: Craig Stephen
VP - FINANCE & DISTRIBUTION OPS
Craig Stephen
(Print Name and Title)

ATTEST:

Barbara M. Howland
Corporate Secretary ASSISTANT SECRETARY

5th day of January, 2008. 7

BARBARA M. Howland
Print Name of Secretary

(Corporate Seal)

RECEIVED
07 MAR 19 PM 2:54
CLERK OF COUNTY COMM

**BROWARD COUNTY'S CONSENT TO ASSIGNMENT AND TRANSFER OF
INTEREST IN MARINE TERMINAL LEASE AND OPERATING AGREEMENT
FROM CHIQUITA BRANDS COMPANY, NORTH AMERICA, TO AND ASSUMPTION
OF OBLIGATIONS
BY CHIQUITA FRESH NORTH AMERICA L.L.C.**

This is a Consent to Assignment and Transfer of Interest in Marine Terminal Lease and Operating Agreement by BROWARD COUNTY ("COUNTY"), a political subdivision of the state of Florida, and Assumption of Obligations by CHIQUITA FRESH NORTH AMERICA L.L.C., a Delaware limited liability company, authorized to transact business in the state of Florida ("CHIQUITA FRESH") from CHIQUITA BRANDS COMPANY, NORTH AMERICA, a Delaware corporation, authorized to transact business in the state of Florida ("CHIQUITA BRANDS").

WHEREAS, COUNTY owns and has jurisdiction over the development, operation and maintenance of Port Everglades in the County of Broward; and

WHEREAS, on August 26, 2003, COUNTY entered into a Marine Terminal Lease and Operating Agreement ("Agreement") with CHIQUITA BRANDS; and

WHEREAS, CHIQUITA BRANDS has converted into CHIQUITA FRESH and CHIQUITA FRESH will assume CHIQUITA BRANDS's obligations under the Agreement; NOW THEREFORE,

IN CONSIDERATION of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. COUNTY hereby consents to the Assignment and Transfer of Interest in the Agreement, from CHIQUITA BRANDS to CHIQUITA FRESH.
3. COUNTY hereby rejects any term, condition, agreement, understanding or provision between CHIQUITA BRANDS and CHIQUITA FRESH which purports to give greater rights or interests to CHIQUITA FRESH than that which CHIQUITA BRANDS has under said Agreement. Further, CHIQUITA FRESH shall have no right or interest in the Demised Premises independent of the terms and conditions of said Agreement.
4. In consenting to CHIQUITA BRANDS's request for an Assignment and Transfer of its Interest in and to the Agreement, COUNTY does not in any manner adopt, accept, or

approve the terms of any agreement between CHIQUITA BRANDS and CHIQUITA FRESH relating to same.

5. COUNTY's consent to the Assignment and Transfer of Interest in the Agreement is expressly conditioned upon the requirement that CHIQUITA FRESH assumes all of CHIQUITA BRANDS's obligations under the Agreement, and CHIQUITA BRANDS shall not be released of any liability thereunder.

6. The Agreement, which is subject to this Consent to Assignment and Transfer of Interest is attached hereto as Exhibit "I" and made a part hereof.

7. This Consent to Assignment and Transfer of Interest shall be binding on the parties hereto, their respective successors, legal representatives and assigns; provided, however, that nothing contained herein shall be deemed to authorize any assignment of the Agreement other than in strict compliance with the terms thereof.

8. This Consent shall be governed by and construed in accordance with the laws of the state of Florida, and be deemed effective on the date it is executed by COUNTY.

Dated this ____ day of _____, 2004.

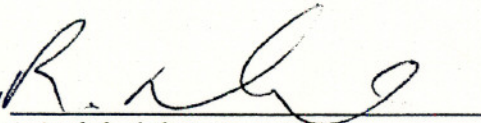
[THIS SPACE LEFT BLANK INTENTIONALLY]

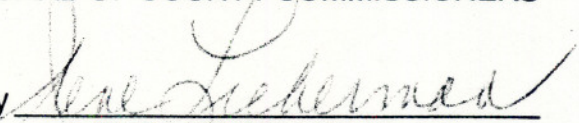
**BROWARD COUNTY'S CONSENT TO ASSIGNMENT AND TRANSFER OF
INTEREST IN MARINE TERMINAL LEASE AND OPERATING AGREEMENT
FROM CHIQUITA BRANDS COMPANY, NORTH AMERICA, TO AND ASSUMPTION
OF OBLIGATIONS BY
CHIQUITA FRESH NORTH AMERICA L.L.C.**

COUNTY:

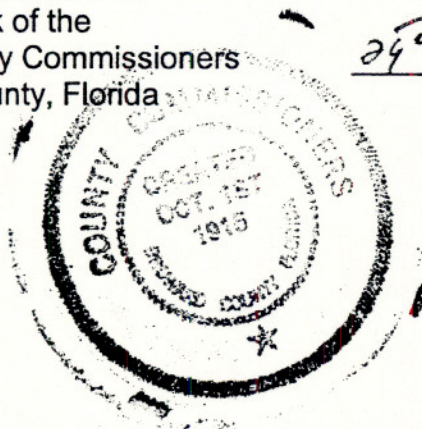
ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

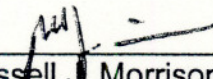
By 
County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By 
ILENE LIEBERMAN, Mayor

29th day of March, 2004.



Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A, DION, County Attorney
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 523-2613

By 
Russell J. Morrison
Assistant County Attorney

**BROWARD COUNTY'S CONSENT TO ASSIGNMENT AND TRANSFER OF
INTEREST IN MARINE TERMINAL LEASE AND OPERATING AGREEMENT
FROM CHIQUITA BRANDS COMPANY, NORTH AMERICA, TO AND ASSUMPTION
OF OBLIGATIONS BY
CHIQUITA FRESH NORTH AMERICA L.L.C.**

CHIQUITA BRANDS: (Assignor)

WITNESSES:

CHIQUITA BRANDS COMPANY, NORTH AMERICA, a Delaware corporation, authorized to transact business in the state of Florida, n/k/a CHIQUITA FRESH NORTH AMERICA L.L.C.

E. Huray Bauereis
Rita Prichard

By Barbara Wagner
Barbara Wagner, Assistant Secretary
(Print Name and Title)

ATTEST:
Barbara M. Houlbert
Assistant Secretary

15th day of January, 2004.

(CORPORATE SEAL)

CHIQUITA FRESH: (Assignee)

WITNESSES:

CHIQUITA FRESH NORTH AMERICA L.L.C., a Delaware limited liability company, authorized to transact business in the state of Florida,

E. Huray Bauereis
Rita Prichard

By Barbara Wagner
Barbara Wagner
Assistant Secretary
(Print Name and Title)

ATTEST:
Barbara M. Houlbert
Assistant Secretary

15th day of January, 2004.

(CORPORATE SEAL)